

# **FOSS.IN/2010**

**December 15-17, 2010  
Bangalore, India**

**Sponsorship Opportunities**

**Version 2010.02**

**06-Oct-2010**

**<http://foss.in>**

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## INTRODUCTION

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At the outset, let me thank you for your interest in FOSS.IN. Now in its 10<sup>th</sup> year, the conference has become a much anticipated, annual landmark event for Free and Open Source Software (FOSS) developers and contributors from not just India, but across the world, and is now rated as one of the four primary grassroots FOSS events in the world.

The purpose of this document is to familiarize you with the event, what it is about and what you can expect to find there, and why participating in the event could be very important to you, even if you are not (yet) involved with FOSS.

**Team FOSS.IN**



## EVENT DESCRIPTION

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**FOSS.IN** is one of the world's largest and most focused Free and Open Source Software (FOSS) events, held annually in India. Over the years, it has attracted thousands of participants, and the speaker roster reads like a "Who's Who" of FOSS contributors from across the world.

FOSS.IN is extremely focused on FOSS developers and contributors, and does not cater to FOSS advocacy and basic introductory talks that are already being catered to by User Groups and other conferences.

### Where and When

FOSS.IN/2010 will be held on **December 15-17, 2010**, at the NIMHANS Convention Centre, Bangalore, India.

### Who will Participate

FOSS.IN is an event for developers and contributors to FOSS projects. The typical attendee of the event will be a programmer, project manager, development decision maker, technical writer or documentation expert, software designer, etc. In general, the audience will be largely technical.

If someone has the skills to contribute, especially at the development level, and who has always wanted to participate in a FOSS project, or if he or she is an existing FOSS contributor who is looking at exchanging thoughts and experiences with peers, then FOSS.IN is for that person.

## WHO ATTENDED FOSS.IN/2009?

<b>Total Number of Registrations:</b>	1399	
<b>Locals/Non-Locals</b>		
<b>Locals(Bangaloreans)</b>	676	48.32%
<b>Non-Locals</b>	723	51.68%
<b>Occupation</b>		
<b>Student</b>	501	35.81%
<b>Computer related (Developer/Software)</b>	463	33.10%
<b>Computer related (Sysadmin/Networks/Hardware)</b>	91	6.50%
<b>Engineering</b>	91	6.50%
<b>Computer related (Internet)</b>	49	3.50%
<b>Research and development</b>	34	2.43%
<b>Education/training</b>	31	2.22%
<b>Self-employed/owner</b>	29	2.07%
<b>Consulting</b>	26	1.86%
<b>Executive/senior management</b>	23	1.64%
<b>Other</b>	14	1.00%
<b>Unemployed/Between Jobs</b>	10	0.71%
<b>Sales/marketing/advertising</b>	8	0.57%
<b>Retired</b>	6	0.43%
<b>Accounting/Finance</b>	5	0.36%
<b>Professional (medical, legal, etc.)</b>	5	0.36%
<b>Manufacturing/production/operations</b>	4	0.29%



## WHO SPEAKS AT FOSS.IN?

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These are *some* of the many prominent speakers (and their project affiliations) who have participated in our event since 2001:

- Aaron Seigo (KDE)
- Alan Cox (Linux Kernel)
- Andi Kleen (Linux Kernel)
- Andrew Cowie (java-gnome)
- Bdale Garbee (Debian)
- Brian Behlendorf (Apache)
- Christoph Hellwig (Linux Kernel)
- Danese Cooper (Open Source Initiative)
- G.Karunakar (IndLinux)
- Gopal Vijayaraghavan (DotGnu)
- Harald Welte (Netfilter/IPTables, GPLvibrations.org)
- Jamal Hadi Salim (Linux Kernel)
- James Morris (SELinux)
- Jayakumar (Linux Kernel)
- Jeremy Zawodny (Mysql, Yahoo)
- Jonathan Corbet (LWN.NET, Linux Device Drivers)
- Lennart Poettering (Audiopulse)
- Miguel de Icaza (Gnome, Mono)
- Nat Friedman (Gnome)
- Philip Tellis (libYahoo)
- Rasmus Lerdorf (PHP, Yahoo)
- Russell Nelson (OSI)
- Scott Wheeler (KDE)
- Sirtaj Singh Kang (KDE)
- Sulamita Garcia (LinuxChix)
- Suparna Bhattacharya (Linux Kernel)
- Tarique Sani (Coppermine)
- Till Adam (KDE),
- Tim Pritlove (Chaos Computer Club)
- Volker Grassmuck (Wizards of OS)
- Werner Almesberger (LILO)
- Wietse Venema (Postfix)

Apart from these well known names, there are many more from industry, academia and government who have presented at FOSS.IN – to find out more about them, please visit the website for each year and have a look at the schedules page.



## EVENT FUNDING

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An event of the size of FOSS.IN has huge expenses involved with it. These expenses fall broadly into four heads:

### Delegate Expenses

The conference is committed to keeping the costs down to affordable levels for delegates who find themselves having to pay thousands (if not tens of thousands) of Rupees for commercial conferences. Hence the delegate fee is just Rs.1,500 (Rs.500 for bonafide students and Rs.5,000 for corporate delegates). The delegate fee is used entirely to provide food and conference materials to the delegates for all the days of the event, and is not used for any other expenses.

### Speaker Travel and Accommodation

Many speakers who contribute to the event with their knowledge have to travel huge distances to participate in the event. Quite a few of them come from outside India, while others come from remote parts of India. These speakers are the people who make this event happen – they provide the core content of the event. As far as possible, we try to provide at least accommodation speakers, and, if possible, travel sponsorship as well.

### Venue Expenses

These are expenses directly related to the venue. Bangalore has very few (if any) venues that can accommodate events as large as ours, and they tend to be expensive.

### Infrastructure Expenses

These are expenses related to providing support services at the event. They include facilities such as networks, Internet service, temporary halls and exposition hangars, labour, etc.



## SPONSORSHIP OPPORTUNITIES

All speaker travel, venue and infrastructure heads of expense heads are met by raising funds from sponsors. Over the past half decade, we have been extremely fortunate to have been generously sponsored by industry and government. Here are some of our past sponsors:



These are the sponsorship levels:

- Technology Sponsor (TOP SPONSOR)
- Gold Sponsor
- Silver Sponsor
- Supporting Sponsor
- Network Sponsor

All sponsorship level are described in detail later in this document.

## Sponsor Exposure

Sponsors gain exposure through:

- Conference Web site
- Press announcements
- Media coverage
- Give aways in delegate kits
- Branding at the venue

### Please note:

- Under no circumstances will the organisers divulge names or contact information of delegates
- Speaking slots are independent of sponsorship. Sponsorship does NOT buy speaker slots – talks are selected on the basis of merit and relevance.
- "Proportionally sized logo" indicates that your logo will be in proportion to your sponsor status. Technology Sponsor logo will always be the largest, Gold Sponsor logo will be 20% smaller, etc.



## PRIVACY POLICY

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FOSS.IN will not, under any circumstances, release information about attendees of the event, such as contact information, names, etc. Our privacy policy, which we strictly adhere to, protects the privacy of all participants of FOSS.IN (delegates, speakers, volunteers, etc.)

Information about delegates will only be released in the form of demographics. Emailing of registered attendees will be done by FOSS.IN only, never by a sponsor.

However, sponsors/exhibitors may collect information from delegates by encouraging them to provide contact information at the stall ("drop your card or fill a form"), through contests run at the stall or through communication included in the delegate kit.



## SPONSOR BENEFITS

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### Internet Advertising

As a sponsor, your proportionally sized logos will be included on the conference web site. These logos will be linked to your corporate web sites. You will provide us the logos as well as the URLs that would be linked to these logos on the conference web site. In addition, the website can provide a short write up of the sponsor. This write up would have to be provided by the sponsor. It would be preferred that the content mention the company's commitment and stand on FOSS or its support for FOSS, in general.

Announcement of the conference with links to the conference web site along with the conference dates will be mailed to specific mailing lists.

### Email Mentions

Periodic reminders and updates will be sent to pre-registered delegates of the event, via email, before the start of the event. These mailers will contain a mention of the sponsors following the text of the reminders and the updates. The entire content of the email will be in plain text to ensure that the email does not get filtered by anti-spam filters.

### Press Releases

As the event approaches, information pertaining to the event and updates will be released to the press, periodically. Each of these press releases will acknowledge the sponsors for their support. The press releases will be given to the press during the event as well. Such releases will contain a summary of the day's proceedings and highlights. Sponsor acknowledgments will be made in these releases as well.

### Conference Passes

Sponsors will be provided a fixed number of passes, based on the quantum of their sponsorship, to enable them to invite their management to participate in the event. These passes could help the sponsors invite their customers to participate in the event that they are participating. This could be of business value to the sponsors.

### Expo Space

The sponsor will have expo space provided at the conference expo. The expo is provided with a specific number of stall units and standard accessories like one octonorm table, one chair one 15 Amps power point and lighting with the fascia marked with the sponsor name.. The number of stall units provided to the sponsor is in relative proportion to the quantum of sponsorship.

### Corporate Banners

In order to display their presence and support to the event, the sponsors will be provided banner space within the lecture halls. Banners have to be sized as per specification and to be provided by the sponsors.

Typically, the banners should be digital colour prints on flex material. Such banners enhance the visibility of the content on the banners.

*Please note that all banners provided have to be in the vertical format, along with (returnable) aluminium stands (standees), as the venue does not permit the hanging of banners on the walls.*



## Stage décor

The lecture halls will have a masked backdrop with the conference name and a screen meant for data projection. Alongside this masking will be a panel that will contain proportionally sized logos of the sponsors (the “Sponsor Roster”).

## Delegate Kit Includes

The delegate kit includes are permitted for all sponsors. The number of kit includes are in proportion to the quantum of sponsorship.

The kit includes should consist of either printed hard copies A4 size sheets or soft copies of information burnt onto a CD/DVD (or, for greater impact, a USB Thumbdrive), for generic and large scale distribution. Should you include any open source packages or software, documentation, please **ensure** that these packages / software /documentation permit free distribution and the copyrights and licenses are not violated. In case of such a violation, the conference organisers will be exempt from any deemed violation, themselves.



## TECHNOLOGY SPONSOR

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### Number of Sponsor Slots

- One (1)

### Description

FOSS.IN is a technology conference. By virtue of this, the Technology Sponsor is the top sponsor of the event, and gets the widest exposure.

### Pre-event

- Website logo (Largest sized)
- Website writeup (Dedicated Page)
- Mention in Email to pre-registered attendees
- Customized Web-banners for sponsor websites
- Mention in press releases and media alerts

### During Event

- Sponsor Roster in each Hall (Largest Size)
- Banners (Vertical, 2 per hall, 3' x 6')
- Complimentary Passes (30, including Lunch)
- Exhibit space – Premium position 3nos x 3m x 3m
- Sponsor Mentions during opening and closing ceremonies
- Delegate Kit enclosures (at sponsor cost)

### Post Event

- Thank you email to attendees
- Event Report
- Permanent Web site logos and writeups

**Sponsorship:** INR 1,000,000

**Decision Deadline:** 15 November 2010



## **GOLD SPONSOR**

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### Number of Sponsor Slots

- One (1)

### Pre-event

- Website logo (Proportionally sized)
- Website writeup (Dedicated Page)
- Mention in Email to pre-registered attendees
- Customized Web-banners for sponsor websites
- Mention in press releases and media alerts

### During Event

- Sponsor Roster in each Hall (Proportionally sized)
- Banners (Vertical, 2 per hall, 3' x 6')
- Complimentary Passes (20, including Lunch)
- Exhibit space – 2nos x 3m x 3m
- Sponsor Mentions during opening and closing ceremonies
- Delegate Kit enclosures (at sponsor cost)

### Post Event

- Thank you email to attendees
- Event Report
- Permanent Web site logos and writeups

**Sponsorship:** INR 700,000

**Decision Deadline:** 15 November 2010



## SILVER SPONSOR

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### Number of Sponsor Slots

- Five (5)

### Pre-event

- Website logo (Proportionally sized)
- Website writeup
- Mention in Email to pre-registered attendees
- Customized Web-banners for sponsor websites
- Mention in press releases and media alerts

### During Event

- Sponsor Roster in each Hall (Proportionally sized)
- Banners (Vertical, 2 per hall, 2' x 4')
- Complimentary Passes (10, including Lunch)
- Exhibit space – 1no x 3m x 3m
- Sponsor Mentions during opening and closing ceremonies
- Delegate Kit enclosures (at sponsor cost)

### Post Event

- Thank you email to attendees
- Event Report
- Permanent Web site logos and writeups

**Sponsorship:** INR 400,000

**Decision Deadline:** 15 November 2010



## NETWORK SPONSOR

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### Number of Sponsor Slots

- One (1)

### Description

- The Network Sponsor is the equivalent of a Silver Sponsor, with the difference that this sponsor will be responsible for the delivery of the required Internet bandwidth to the event, as well as the setup of the Venue Network (Wireless and wired), in conjunction with the Network Team of Team FOSS.IN. Details on request

### Pre-event

- Website logo (Proportionally sized)
- Website writeup
- Mention in Email to pre-registered attendees
- Customized Web-banners for sponsor websites
- Mention in press releases and media alerts

### During Event

- Sponsor Roster in each Hall (Proportionally sized)
- Banners (Vertical, 2 per hall, 2' x 4')
- Complimentary Passes (10, including Lunch)
- Exhibit space – 1no x 3m x 3m
- Sponsor Mentions during opening and closing ceremonies
- Delegate Kit enclosures (at sponsor cost)

### Post Event

- Thank you email to attendees
- Event Report
- Permanent Web site logos and writeups

**Sponsorship:** In Kind

**Decision Deadline:** 15 November 2010



## SUPPORTING SPONSOR

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### Number of Sponsor Slots

- (no limit)

### Pre-event

- Website logo

### During Event

- Sponsor Roster in each Hall (Proportional Size)
- Complimentary Passes (2, including Lunch)
- Delegate Kit enclosures (brochure, 1No. x A4 size)

### Post Event

- Permanent Web site logos and writeups

**Sponsorship:** INR 150,000

**Decision Deadline:** 15 November 2010



## THE SPONSORSHIP PROCESS

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The following is the flow of action as far as sponsorships are concerned:

1. Prospective Sponsor (you) receives the Sponsor Document (this document that you are reading)
2. Decision is made to become a sponsor of FOSS.IN/2010, and the sponsorship level
3. An e-mail is sent to **sponsors10@foss.in**, informing the organizers of your decision
4. FOSS.IN will confirm that the sponsor slot is still available, and will send you an invoice and a contract, along with detailed payment instructions.
5. You sign the contract, and return it to FOSS.IN
6. You initiate internal approvals for the payment of the invoice, and release the payment of the invoice to FOSS.IN.
7. FOSS.IN sends you the sponsorship acceptance letter.

Please note that all sponsorships are first come, first serve, and that **no sponsorship is considered final until step 6 is completed.**

To ensure that matters move quickly and smoothly, we use electronic documents and transactions where possible. Therefore, the invoice and contract will be sent to you as a printable PDF file. This has been found to be acceptable by most people over the past few years.

If, however, you require paper documents to start processing matters, we can courier them to your nearest office. However, please be aware that this could slow down the process, and that other potential sponsors could move faster to secure the sponsorship slot.

Once the sponsorship has been secured, you will receive instructions about logo formats, banners, marketing collateral, etc. Each item will have dates associated with it. Please ensure that the requested material reaches us by the deadline – if you miss the deadline, that particular item may not be processed.

For example – if we indicate that logos are required by a certain date so that we can include them in the advertisements (if you are at a sponsorship level where your logo would be included in an advertisement) and you miss that deadline, the advertisement may be published without your logo.

If you have any queries, please do not hesitate to contact us at [sponsors10@foss.in](mailto:sponsors10@foss.in).



## SPONSORSHIP TERMS AND CONDITIONS

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- Sponsorships are not announced until full sponsorship amount has been received
- Sponsor exhibition booths are allocated by the organizers and are on a first come, first served basis
- Inclusion of Sponsor Logos in advertisements and other publicity material is subject to receipt of Logos within the deadline

### Non-Deliverables

- ***Sponsorship does not buy talk slots or keynotes – all talks come from the FOSS community. Projects of the Day, workshops, workouts, etc. are by virtue of being community projects, NOT because they are sponsor driven – even if they actually are sponsor-supported.***
- Sponsors do not receive stage time (contests, announcements or otherwise)
- Sponsors do not receive delegate contact information
- Sponsor based contests and interaction can happen only in the sponsor's stall(s) – ***never in the halls or any other non-sponsor area.***
- No distribution of leaflets other than through the delegate kits, at the sponsor's stall or at organiser-designated areas.
- Sponsors should not violate the ideologies of attendees by advertising products that are considered to be detrimental to either the audiences or another sponsor.

### Important Dates

- Sponsorship Decision: 15 November 2010
- Logo Receipt: 15 November 2010
- Delegate kit includes : 30 November 2010
- Banners: 30 Nov 2010
- Event Begins: 15 December 2010
- Event Ends: 17 December 2010



## SPONSOR MATERIAL GUIDELINES

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**Delegate Kit:** All hard copy inserts have to be in standard A4 size sheets, preferably neatly compiled into a flat folder. CDs and DVDs containing soft copies of documents and other related material may be provided as part of the kit.

The delegate kit material may be in line with the subject of the conference and with areas related to it. Should the organisers find that there is any objectionable material as part of the kit, they reserve the right to refuse to permit distribution of the insert or the media containing the said material. The term 'Objectionable' will include any anti-propaganda against FOSS or non-FOSS technologies or companies, against fellow sponsors, any generic anti-propaganda, material classified as obscene and similar material.

The participation at the conference is usually around 1,500 participants, including invitees and speakers. Therefore, delegate kit inserts must be at least about 25% more in number. These inserts should reach the conference secretariat by the 30<sup>th</sup> November, 2010, latest, to enable the organisers collate the material into the kit.

**Banners:** Please make your banners to the dimensions specified in the sponsor benefits. Please provide these banners to the conference secretariat latest by the 30th November, 2010.

**Organisation Logo:** Please provide your organisation logo as soon as you decide on the sponsorship and sign the agreement. The logo will be required for use on the conference website as well as at other places where branding is necessary. The logos sent must be suitable for printing both on a white background as well as a black background.

The logos (in a high resolution format, minimum of 1000x1000 pixels) may be emailed to [sponsors10@foss.in](mailto:sponsors10@foss.in), quoting the subject as "Your company name: Logo". Please note that in the absence of our receiving the logos on time, we are permitted to visit your official website and use the logo that we can retrieve from those pages.



## EVENT HISTORY

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In the year 1999, the then nascent Indian FOSS community felt the need to expand its activities beyond the well-trodden path of advocacy, by seeking greater involvement with potential users, businesses, enterprises, etc.

To achieve this, the community decided to participate in India's most prestigious Information Technology event at that time – Bangalore IT.COM. Much to its delight, the visionary government of Karnataka (whose capital Bangalore is), recognising the rising phenomenon of Free & Open Source Software, decided to give the community an entire pavilion, tagged the “Linux Pavilion”, named after the best known FOSS project – Linux.

The FOSS community participated under the motto “Seeing is Believing”, displaying to astonished audiences the power and advances of FOSS. By the end of the event, the media had tagged the Linux Pavilion “the jewel in the crown of Bangalore IT.COM”.

The community successfully repeated its magic the following year, at Bangalore IT.COM 2000, but added a new feature – instead of just exhibiting things, the community arranged for a number of technical and non-technical talks at a nearby conference complex. This combination of talks and exhibition turned out to be so well received that the community decided to hold its own event from the next year.

And so, in December of 2001, Linux Bangalore was born.

Held at the prestigious National Science Seminar Centre at the Indian Institute of Science, LB/2001 was a major success – in its maiden event, it saw audiences exceeding 1000 delegates from across India, and speakers included people from academia, industry and even from abroad.

The next two years saw LB/2002 and LB/2003 being organised, each time bigger, more innovative, with more content, bigger names, and more delegates from India and abroad.

By the time LB/2004, the event was literally bursting at its seams – LB/2004 saw almost 3000 delegates attending the event. And it was drawing delegates and speakers from across India and the world. Speakers names read like a Who is Who of the FOSS world, including well known names such as Wietse Venema, Brian Behlendorf, Andi Klein, Volker Grassmuck, Deepak Saxena, Scott Wheeler, Werner Almesberger, Bdale Garbee, Rasmus Lerdorf, Jeremy Zawodny, Miguel de Icaza, Nat Friedman, etc.

The event had always been extremely developer focussed, but the community was clamouring for a wider scope, and also for it to be more inclusive of other FOSS technologies, including \*BSD, FOSS under Windows and MacOS, FOSS community issues, etc.

Clearly, the narrow scope of Linux Bangalore was not going to serve the purpose, and the decision was taken to move to a new venue, have a wider scope, and a new name to signify all these changes.

And so the new event was renamed to FOSS.IN in 2005, reflecting both the scope of the event, as well as its location and focus – India.

FOSS.IN/2005 changed the entire way that the world perceived FOSS in India. With the traditional huge attendance (about 3000), some of the biggest names in FOSS made their appearance at FOSS.IN/2005, including kernel developers Alan Cox, Harald Welte and Jayakumar, LWN editor Jon Corbet, SELinux developer James Morris, Java-Gnome developer Andrew Cowie, OSI treasurer Danese Cooper, KDE developers Till Adam and Sirtaj Singh Kang, and many more.

FOSS.IN/2006 saw further refinement of the format, with the introduction of workshops and full-length tutorials, and much greater focus on going beyond the basics of FOSS.

FOSS.IN/2007 re-focused on development of (and contribution to) FOSS projects from India as well as elsewhere. As a conscious effort, FOSS.IN has decided to do away with entry-level introductory content, and focus on people who have the necessary skills to be able to contribute to FOSS projects.



More information about FOSS.IN/2009 can be found on the website – <http://foss.in>

## CONTACT

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### FOSS.IN

94 Royal Enclave  
Jakkur-Srirampura  
Bangalore 560 064  
India.

**Phone:** India: +91 (80) 2362-6580  
USA: +1 (408) 531-6622  
UK: +44 (20) 8099-2508  
Germany: +49 (30) 3276-5766

*All non-India numbers redirect to the India number, but at local-call cost in those countries*

**Web:** <http://foss.in>

**Email:** [info10@foss.in](mailto:info10@foss.in) (General enquiries)  
[sponsors10@foss.in](mailto:sponsors10@foss.in) (Sponsorship enquiries)

### Disclaimer

***This document is only indicative of sponsor deliverables. The organizers reserve the right to modify the content of this document until the time that sponsorship process has been completed. The final deliverables will be as per the sponsorship contract that will be signed by both parties.***





## SPONSORSHIP CONTRACT

### FOSS.IN/2010

December 15-17, 2010

NIMHANS Convention Centre, Bangalore, India.

### Sponsorship Level

Technology/Top: [ ]  
Rs.1,000,000

Gold: [ ]  
Rs.700,000

Silver: [ ]  
Rs.400,000

Supporting: [ ]  
Rs.150,000

Network: [ ]  
In-Kind

This contract is by and between the organizers of FOSS.IN/2010 and the organisation named below for sponsorship of FOSS.IN/2010 to be held in Bangalore, India from December 15-17, 2010. This contract is governed by the Terms and Conditions of participation and sponsorship as mentioned in this document.

Company: \_\_\_\_\_

Contact Name 1: \_\_\_\_\_ Contact Name 2: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Country: \_\_\_\_\_

Email Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Company URL: \_\_\_\_\_

Billing and Invoicing Information (if different from above):

Contact Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ Country \_\_\_\_\_ Zip \_\_\_\_\_

Email Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

### Conference Secretariat / Organizers

94 Royal Enclave, Jakkur-Srirampura, Bangalore 560 064, India. **Phone:** +91 (80) 2362-6580

**Web:** <http://foss.in> **Email:** [sponsors09@foss.in](mailto:sponsors09@foss.in)

We agree to hereby Sponsoring FOSS.IN/2010 in the capacity of \_\_\_\_\_ Sponsors. We further agree that we are bound by the terms and conditions of the contract.

Company Sponsoring (Type Company name and address)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Authorized Signatory

Event Organizers

**FOSS.IN**  
94 Royal Enclave  
Jakkur-Srirampura, Bangalore 560 094  
India

Authorized Signatory



## TERMS AND CONDITIONS FOR SPONSORING FOSS.IN/2010

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### ACCEPTANCE BY ORGANIZER.

**Organizer is defined as the organizers of FOSS.IN and Company is defined as Company sponsoring the FOSS.IN/2010 event.**

Sponsoring Company (Company) involvement in the FOSS.IN (Event) is subject to Organizer's approval. No contract is created unless and until Organizer countersigns the FOSS.IN Event Contract (the "Application"). Organizer may withdraw its acceptance at any time by refunding the Total Fee paid if Organizer determines that Company or its product is ineligible. Organizers make no warranties regarding the number of persons who will attend the Event. Event dates, hours, and venue may be modified by information provided to Company in writing.

### SPONSORSHIP BENEFITS

**a. Benefits and License Grant.** Organizer will provide exhibit space (the "Stall") at the Event for Company to display its FOSS related products and services (the "Exhibit"). The event sponsorship amount includes use of the Exhibit Space and any other benefits as specified in the Sponsorship document, for the Gold, Silver, Technology or Supporting Sponsors respectively. If you do not have a copy of Sponsorship Document, please request it from the organizers. The Company grants the Organizers the right to use Company's name and logo in connection with the promotion and production of the Event. The company may use the Event name before and during the event solely to promote its participation in the event.

### b. Space Assignment, Use, Installation, Occupancy, and Dismantling.

Organizer will assign the display Space to the Company. Organizer may reassign the Space or alter Event layout or venue at any time. The Space is for Company's use only. Company may not share, sell, assign, sublease or charge admission for entry into any portion of the Space (including to an affiliated company) without Organizer's prior written consent. Any Exhibits used by Company for display purposes must be constructed safely using sound engineering practices, and must be installed before, occupied during, and dismantled after the Event in accordance with Event schedule. Company's activities must be confined within the Space, and must be in support of FOSS related products or services. Organizer may refuse permission to exhibit any products or services Organizer deems objectionable or unsuitable or inconsistent with the goals of the Event. At the Event, Company may not exchange goods or money without Organizer's prior written consent, nor assist any other party in soliciting business without Organizer's prior written consent.

**c. Own Risk.** Company has sole responsibility for any loss of its equipment or proprietary information, or any other loss including any subrogation claims by its insurer. Persons visiting, viewing, or otherwise participating in Company's Space are deemed the invitees or licensees of Company and not of Organizer or Sponsor.

### THIRD PARTY CONTRACTORS.

Organizer may require Company to use designated third-party contractors to provide certain services and Company must then use only the Required Contractors for such services providing prior intimation to the Organizers about the Third Party Contractors.

**OTHER EVENTS AND MARKETING.** Company agrees that it will not use Event FOSS.IN to leverage any other event in which Company is a sponsor or participant, and therefore agrees that it will not, during the period from two days before until two days after the Event, conduct, promote, endorse, or sponsor any functions, classes, seminars, exhibits, or similar marketing activities in the City of the Event; other than (i) Company's participation in the Event under this Agreement, or (ii) functions approved in writing by Organizer.



#### **COMPLIANCE WITH LOCAL LAWS AND RULES.**

**a. Laws and Rules.** Company must comply with all applicable country and local laws and regulations in connection with its participation in the Event and the terms, conditions, and rules issued by Organizer from time to time in connection with the Event. Company's conduct and the use of names and lists captured at the Event or provided by Organizer, are subject to guidelines set forth in the Sponsor Document.

**b. Third Party Proprietary Rights.** Company hereby represents and warrants to Organizer that it will not violate any proprietary rights of third parties in connection with its participation in the Event, including but not limited to the performance, distribution, or posting of copyrighted material without a license, assignment, or other legally effective permission. The Company shall indemnify and hold Organizer harmless from and against any claim, loss, liability or damages caused to Organizer as a result of Company's alleged or actual

**c. Taxes and Licenses.** Company is solely responsible for obtaining any licenses and permits, and payment of all taxes (including sales and use taxes), license fees, or other charges applicable to its participation in the Event, including taxes collected by Organizer.

#### **7. CANCELLATION OR TERMINATION.**

**a. Cancellation.** Organizer may cancel all or any part of the event for any reason beyond its reasonable control, including but not limited to, natural or public disaster, act of god, epidemic, acts of terrorism, venue construction, insufficient participation, market fluctuations, government regulation, or similar reasons. In the event Organizer cancels the event, it will offer a refund to Company, after which Company will have no recourse against Organizer. A change in names, dates hours or venue of the Event does not constitute a cancellation by Organizer.

**b. Termination by Company.** All fees are deemed fully earned and non-refundable when due. Termination by Company must be in writing and will be effective upon receipt by the Organizers. Company acknowledges the difficulty in determining a precise value for services rendered and expenses incurred by Organizer for the Event, and of ascertaining damages incurred by Organizer if Company terminates this Agreement or Company's participation in the Event; the amounts due from Company under this Agreement as of the effective date of any termination by Company belong to Organizer and represent an agreed measure of compensation, and are not to be deemed or construed as a forfeiture or penalty.

**c. Termination by Organizer.** Organizer may take possession of the Space and terminate Company's participation in the Event upon Company's failure to meet any obligations under the Agreement; including but not limited to Company's failure to pay for the Space or related services, set up its Exhibit, maintain all exhibited products in good working order, or staff the Space fully, in a timely manner; or violate Organizer's standards of conduct. Any such termination is treated as a termination by Company under this Agreement.

#### **LIMITATION OF LIABILITY; INDEMNITY.**

**a.** None of the Organizers are liable to Company for any damage, loss, harm, or injury to the person, property, or business of Company, or any of its visitors, officers, agents, employees, or other representatives, resulting from theft, fire, earthquake, water, unavailability of the venue or intermediate staging facilities, insufficient participation, accident, or any other reason in connection with the Event or any planning meetings, demonstrations, or stagings.

**b.** Company agrees to defend, indemnify, and hold harmless the Organizers and those lawfully in the venue from and against any claim, loss, liability, or damage suffered due to (i) Company's construction or maintenance of an unsafe Exhibit, and/or (ii) the negligence or misconduct of Company or its agents or Company's breach of any commitment made hereunder. Company must maintain proper insurance coverage for its property and liability, and represents and warrants that it has obtained adequate insurance to cover its potential liability hereunder.

**c.** Company **acknowledges** and agrees that the terms and conditions of this Agreement are subject and subordinate to the terms and conditions of Organizer's agreement with the venue at which the Event is held.

**10. RELEASE.** Company acknowledges that the Event may be recorded and reproduced in any form (including but not limited to digital formats), and hereby authorizes Organizers to record, transcribe, modify, reproduce, publicly perform, display, distribute, redistribute,



and transmit in any form and for any purpose any such recording of the Event.

**11. MISCELLANEOUS.** When countersigned by Organizer, this Agreement will constitute the entire agreement between Company and Organizer concerning its subject matter, and may only be modified in a writing signed by the parties. Any dispute or action arising out of this Agreement or the Event must be brought in the courts of State of Karnataka, India and this agreement is governed by the law in the state of Karnataka, India. Company hereby consents to the jurisdiction of such courts. Organizer is entitled to recover reasonable attorneys' fees and costs in any action to enforce this Agreement. Company may not assign this Agreement to any other party, including a successor in interest in the event of a merger or sale of assets, without the prior written consent of Organizer, in which event Company must guarantee performance of the assigned obligations. This Agreement is binding upon the permitted heirs, successors, and assigns of Company. This Contract shall enter into legal effect once signed by the authorized representatives of Organizer and Company, and shall remain in effect until the Event is completed or otherwise terminated in accordance with the provisions hereof. This Contract shall be executed in English language.

## Sponsorship Payment Details

Sponsorship Level	Price
Technology/Top	INR 1,000,000
Gold	INR 7,00,000
Silver	INR 4,00,000
Network	In-Kind
Supporting	INR 1,50,000

### Conference Secretariat

94 Royal Enclave  
Jakkur-Srirampura  
Bangalore 560 064  
India.

**Phone:** +91 (80) 2362-6580

**Web:** <http://foss.in>

**Email:** [sponsors10@foss.in](mailto:sponsors10@foss.in)

### Payment Timeframe:

100% payments by 15<sup>th</sup> November 2010.

### Payment Options

- 1. Wire Transfer - Details for remittance of US Dollars to India :**  
Beneficiary account name FOSS.IN. Please get in touch for detailed wire transfer instructions.
- 2. Details for Transfer from an Indian Bank Account**  
Please ask for details for a transfer from Indian Bank Account.
- 3. Payment by Cheque/ Draft In Favour of FOSS.IN, payable at Bangalore**  
Subject to clearance